



**Attachment A – Special Terms & Conditions**  
**Motorola Brand Name Mobile Radio – Statewide**  
**Contract No. 4400014726    File No. 92808**

STATEWIDE BRAND NAME CONTRACT FOR **MOTOROLA** BRAND NAME MOBILE RADIOS.

**SCOPE OF PRODUCTS AND SERVICES**

Mobile radios must operate on the LWIN (Louisiana Wireless Information Network) Statewide 700/800 MHz system.

All items must meet the following minimum specifications and functionality:

- Manufacturer must be approved by LSP Radio Communications representing Louisiana SIEC for the LWIN system.
- Manufacturer must be able to provide a Suppliers Declaration of Compliance (SDoC) demonstrating P25 CAP.
- Must be able to operate on 700/800 MHz frequencies.
- Must be able to operate on conventional frequencies as well as on mutual aid frequencies.
- Must meet or exceed and be capable of supporting P-25 Phase I and II Standards via software upgrades.
- Must meet or exceed Mil-specs standard.
- Must be FCC type accepted.
- Must have a minimum three-year manufacturer's warranty.

All items to be furnished must be the manufacturer's current state-of-the-art and must be certified to be in current new production. All items delivered under the contract must be new. Refurbished items are not acceptable for new purchases.

**NON-EXCLUSIVE CONTRACT**

This contract is non-exclusive and shall not in any way preclude the State from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

**COOPERATIVE PURCHASE**

As described below, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of this contract, subject to the pricing and terms set forth in the contract.

- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any political subdivision or agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

The current list of approved cooperating purchasing entities (including political subdivisions, quasi state agencies and external procurement units) is maintained and regularly updated on the OSP website at: <http://www.doa.la.gov/pages/osp/aboutus/approvedquasiunits.aspx> and may be used as a reference.

Contractors may prospectively choose to partially or entirely 'opt-out' of accommodating cooperative purchasing for such contract by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the contractor is choosing to not allow to participate



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in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder's opt-out notification to OSP must be honored in accordance with the contract.

**F.O.B.**

Destination: All prices and terms shall be net.

**QUANTITIES**

This is an open-ended requirements contract.

**DELIVERY**

Deliver to any agency of the State government eligible by State statute and/or authorized to purchase from the contract. Delivery is to be made upon the issuance of a purchase order.

Contractors will have access to an adequate supply of all items in order to meet deliveries of not more than ninety (90) business days.

**RISK OF LOSS/PASSAGE OF TITLE**

Title to the equipment purchased under the Contract shall pass from Contractor to State on the date of installation for Contractor-installed equipment or on the date of delivery for State-installed equipment. Prior to the passage of title all risk of loss or damage shall be on the Contractor.

**TERMS AND CONDITIONS**

The contract contains all terms and conditions with respect to the commodities herein.

**VENDOR FORMS**

The purchase order is the only binding document to be issued against the contract. Signing of Contractor's pre-printed forms is not allowed.

**ORDERS**

All State Agencies are directed to issue purchase orders for a supply of the items required, as and when needed. Political Subdivisions of the State and Quasi Agencies who have been authorized to purchase from contracts made by the Office of State Procurement, are directed to issue their regular purchase orders directly to the supplier, making reference to the contract and line item numbers.

**INVOICE**

Invoices will be submitted by the Contractor to the using agency as indicated on the purchase order and the invoice should refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, net discount and delivery point. A separate invoice for each order delivered and accepted should be submitted by the Contractor in duplicate directly to the accounting department of the using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

State Agencies are directed to pay the Contractor upon presentation of a properly executed invoice after goods have been received, inspected and accepted. Invoices will be paid within thirty (30) days of receipt of a properly executed invoice, or receipt of goods, whichever is later.



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Payment will be made on the basis of unit price net discount as listed in the contract or the invoiced price, whichever is lower. Such price and payment will constitute full compensation for furnishing and delivering the requested contract commodities.

In no case will the State Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order nor to provide the requested installation and/or initial software configuration services.

**PAYMENTS WILL BE MADE TO THE VENDOR AND TO THE ADDRESS AS SHOWN ON THE PURCHASE ORDER.**  
**ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THE CONTRACT.**

**LATE PAYMENTS**

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

**CONTRACT PERIOD**

The Contract will be effective upon the approval of the Office of State Procurement for a period of ten (10) months, beginning July 16, 2020 and ending May 15, 2021, unless otherwise terminated in accordance with the termination provisions of the contract.

**USAGE REPORTS**

Brand Name Contracts for Mobile Radios are expected to have \$50,000.00 usage annually. This usage amount may be waived in whole or in part due to extenuating circumstances, in the State's best interest. The Office of State Procurement will consider contract purchases from both State Agencies and Political Subdivisions.

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Purchasing/Vendor Center/Vendor Forms:

<http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

Schedule for submittal of usage reports:

<b><u>Quarter</u></b>	<b><u>Payment Period</u></b>	<b><u>Due Date</u></b>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31



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**ADMINISTRATIVE FEE OR REBATE**

Contractor shall pay a 1 % administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana under the contract. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate the contract.

The check is to be made payable to: Louisiana DOA - Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to OSP's box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to OSP's physical location at: 1201 North 3<sup>rd</sup> Street, Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

**NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400014762 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.**

**CONTRACTOR'S RESPONSIBILITY**

During the course of the contract, any price reduction in the Manufacturer's Published Prices must be immediately extended to the State by the Contractor. Failure to offer the benefit of these price reductions to the State within two (2) weeks after general announcement may result in the cancellation of the contract. These price reductions must be granted on any order not shipped. Contractor must maintain a list of equipment on order and be able to provide a list to the Office of State Procurement within forty-eight (48) hours of the request.

Only brand names and numbers stated in the contract are approved for delivery under the contract and any substitution must receive prior written approval of the Office of State Procurement.

**Vendor List:** If additional vendors are authorized to receive purchase orders for items contained in said contract, the contractor must submit a list of those additional authorized distributors. The prime Contractor will be responsible for the actions of any distributor vendors listed.

**Single Point of Contact:** At a minimum, the Contractor shall assign one (1) person and at least one (1) backup within the Contractor's organization to serve as a primary contact person for contract related activities. These activities include but are not limited to: resolution of contract issues, all pre-sale and post-sale activities, including system configuration and implementation, order processing and status, billing-related issues, operating feature and function questions of the products on contract, training coordination. This designated contact person should be prepared to handle routine tasks, answer inquiries, and resolve problems that arise on a daily basis. The Contractor shall designate this single point of contact within fourteen (14) days of request by OSP. The Contractor shall keep the contact list current during the term of the contract and provide updates to the Office of State Procurement.



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## **CONTRACT REVISIONS**

Requests for revisions to the contract shall be addressed to the Office of State Procurement and shall refer to the contract item number (with brief explanation of request).

Distributor vendor changes, price reductions and item deletions may be requested at any time during the contract period. New item additions will be considered only on the anniversary date of the contract. Exceptions to this will be allowed only when the Office of State Procurement has determined additions will be of substantial benefit to the State and will justify the time, effort and cost required to make such additions.

Contractor must immediately notify the Office of State Procurement when any dealer on the contract is terminated, relocated, or added. All orders placed with dealers prior to receipt of such notification to the Office of State Procurement must be honored.

Revisions will become effective upon approval by the Office of State Procurement.

## **TECHNICAL SUPPORT**

All installation and software configuration services provided under the contract shall be performed by manufacturer certified technicians.

## **WARRANTY**

The contractor shall provide the standard warranty offered by the manufacturer for the products in the contract.

## **CONTRACT UTILIZATION**

The contract has been designated as a Louisiana Pricing Schedule ("LaPS"). The state intends to use the following process before placing orders under the contract, and the contractor explicitly understands and agrees to the use of this process before accepting orders under the contract. Where multiple LaPS contracts exist for functionally equivalent products and/or services and the procurement is above \$25,000.00, all eligible users of these contracts will utilize the following procedures:

- 1) Prepare a Request for Responses (an informal process used to make a best value determination) that includes, if applicable:
  - A) Performance-based statement of work that includes such things as:
    - The work to be performed
    - Location of work
    - Period of Performance
    - Deliverable schedule
    - Applicable performance standards
    - Acceptance criteria
    - Any special requirements (e.g., security clearances, special knowledge, etc.)
    - The products required (using a generic description of products and functions whenever possible).
  - B) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
  - C) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
    - Probable life of the item selected
    - Environmental and energy efficiency considerations
    - Technical qualifications
    - Delivery terms



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- Warranty
  - Maintenance availability
  - Administrative costs
  - Compatibility of an item within the user's environment
  - User's familiarity with the item or service
- D) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than prices in the LaPS contract.
- 2) Submit the Request for Response to at least three (3) LaPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the agency's needs.
- 3) Evaluate responses and select the contractor to receive the order:
- A) After responses have been evaluated, the order shall be placed with the contractor that represents the best value that meets the agency's needs. The ordering agency should give preference to small entrepreneurship or small and emerging businesses when two or more contractors can provide the services and/or products at the same firm-fixed price.
  - B) The ordering agency shall document in the procurement file the evaluation of the contractors' responses that formed the basis for selection. The documentation shall identify the contractor from which the services and/or products were purchased, the services and/or products purchased, and the cost of the resulting purchase order.
  - C) Purchases shall not be artificially divided to avoid the requirements of this section when recurring requirements for same products are known.

**ASSIGNMENT**

The Contractor shall not assign any interest in the contract by assignment, transfer or novation without prior written consent of the State.

This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of the contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.



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**WAIVER CLAUSE**

Waiver of any breach of any term or condition of the contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

**SEVERABILITY**

If any term or condition of the contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of the contract are declared severable.

**CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of products/services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

**APPLICABLE LAW**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1673.